

**2015 NASHUA SUMMER CAMP/CLINICS**  
**RELEASE AND WAIVER OF LIABILITY FORM**

The Release and Waiver of Liability attached to the summer camp brochures, and as defined below, in favor of the **City of Nashua**, A NEW HAMPSHIRE MUNICIPALITY, existing under the laws of the State of New Hampshire, USA, as well as its directors, officers, employees, volunteers and agents (collectively, the "City of Nashua").

In consideration of being permitted to participate in the activities on City of Nashua property, I, for myself, my heirs, personal representatives and assigns, freely and voluntarily agree to the following terms, upon which terms I intend the City of Nashua to rely in granting this permission:

1. **Release and Waiver.** I understand that by participating in these activities, I am subjecting myself to and voluntarily assuming the risks inherent in and arising out of those activities. I agree that the City of Nashua has no obligation, and any such obligation is expressly denied, to control, monitor or supervise the activity in which I am participating. I hereby release and forever discharge the City of Nashua and waive any and all claims of loss or harm of any kind that I, the Applicant, may have with respect to any bodily injury, personal injury, illness, death or property damage that may result from or relate in any way to my participation in those activities.
2. **Indemnification.** I agree to defend, indemnify and hold the City of Nashua harmless from any and all claims, including without limitation for personal injury or property damage, relating to or arising from my participation in these activities, including any claim of loss attributable wholly or in part to negligence of the City of Nashua itself, to the fullest extent permitted by law. I also agree to waive any claim in subrogation, contribution or indemnification I may have relating in any way to this indemnification obligation or to any claimed loss of any kind.
3. **Insurance.** APPLICANT IS ENCOURAGED AND EXPECTED TO CARRY APPROPRIATE MEDICAL INSURANCE AND LIABILITY INSURANCE. I agree to maintain appropriate medical and liability insurance and further agree that the City of Nashua has no responsibility or obligation to provide any insurance, including without limitation medical, health, or disability insurance, in the event of injury, illness, death or property damage. I hereby waive any and all claims to any such obligation or coverage for any claimed loss or harm under any such policies that the City of Nashua may otherwise maintain.
4. **Other.** I am participating in this activity without compensation and as an individual not associated with the City of Nashua in any way, including without limitation as its agent, employee, volunteer, or in any other way.

**I HAVE CAREFULLY READ THIS WAIVER AND RELEASE OF LIABILITY AND I FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF THE RISK, AND INDEMNIFICATION AGREEMENT. I HAVE BEEN GIVEN AN OPPORTUNITY TO REVIEW THE CONTENTS OF SAME WITH LEGAL COUNSEL AND RECOGNIZE THAT THIS IS A LEGALLY BINDING CONTRACT BETWEEN THE PARTIES. I AM SIGNING THE CAMP REGISTRATION DOCUMENT ON MY OWN FREE WILL. BY CHECKING THE BOX AND SIGNING THE APPLICATION FORM, I AGREE TO THE TERMS AND CONDITIONS AS LISTED ABOVE.**